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7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA  
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10 DFSB KOLLECTIVE CO. LTD., a  
11 Korean corporation

12 Plaintiff,

13 vs.

14 CJ E&M, INC., a Korean corporation;  
15 CJ E&M AMERICA, INC., a California  
16 corporation

Case No. 2:15-cv-01650-SVW-FFMx  
STIPULATED PROTECTIVE  
ORDER

17 On consideration of the Stipulation for Protection of Confidential Materials  
18 submitted by plaintiff DFSB Kollektive Co., Ltd., (“Plaintiff”) and defendants CJ  
19 E&M, Inc. and CJ E&M America, Inc. (collectively, “Defendants,”) subject to the  
20 approval of this Court, and for the reasons set forth below, and it appearing to the  
21 Court that such a Protective Order is necessary and appropriate and will facilitate  
22 discovery,

IT IS THEREFORE ORDERED THAT:

23 1. A. PURPOSES AND LIMITATIONS

24 Discovery in this action is likely to involve production of confidential,  
25 proprietary, or private information for which special protection from public  
26 disclosure and from use for any purpose other than prosecuting this litigation may  
27 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
28 enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords from public disclosure and use extends  
3 only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles. The parties further acknowledge, as set forth  
5 in Section 20.3, below, that this Stipulated Protective Order does not entitle them to  
6 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
7 procedures that must be followed and the standards that will be applied when a party  
8 seeks permission from the court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 This action is likely to involve trade secrets and other valuable commercial  
11 and/or proprietary information for which special protection from public disclosure  
12 and from use for any purpose other than prosecution of this action is warranted.  
13 Such confidential and proprietary materials and information consist of, among other  
14 things, confidential business or financial information, information regarding  
15 confidential business practices, or other confidential commercial information,  
16 information otherwise generally unavailable to the public, or which may be  
17 privileged or otherwise protected from disclosure under state or federal statutes,  
18 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
19 information, to facilitate the prompt resolution of disputes over confidentiality of  
20 discovery materials, to adequately protect information the parties are entitled to keep  
21 confidential, to ensure that the parties are permitted reasonable necessary uses of  
22 such material in preparation for and in the conduct of trial, to address their handling  
23 at the end of the litigation, and serve the ends of justice, a protective order for such  
24 information is justified in this matter. It is the intent of the parties that information  
25 will not be designated as confidential for tactical reasons and that nothing be so  
26 designated without a good faith belief that it has been maintained in a confidential,  
27 non-public manner, and there is good cause why it should not be part of the public  
28 record of this case.

1 2. DEFINITIONS

2 2.1 Action: *DFSB Kollektive Co. Ltd. v. CJ E&M, Inc. &*  
3 *CJ E&M America, Inc.*, 2:15-cv-01650-SVW-FFM (C.D. Cal.)

4 2.2 Challenging Party: a Party or Non-Party that challenges the  
5 designation of information or items under this Order.

6 2.3 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES  
7 ONLY” or “CONFIDENTIAL – AEO” Information or Items: information  
8 (regardless of how it is generated, stored or maintained) or tangible things that  
9 qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified  
10 above in the Good Cause Statement and further outlined below in section 5.

11 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
12 their support staff).

13 2.5 Designating Party: a Party or Non-Party that designates information or  
14 items that it produces in disclosures or in responses to discovery as  
15 “CONFIDENTIAL,” “CONFIDENTIAL-ATTORNEY’S EYES ONLY,” or  
16 “CONFIDENTIAL-AEO”

17 2.6 Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced or  
20 generated in disclosures or responses to discovery in this matter.

21 2.7 Expert: a person with specialized knowledge or experience in a matter  
22 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
23 an expert witness or as a consultant in this Action.

24 2.8 House Counsel: attorneys who are employees of a party to this Action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

27 2.9 Non-Party: any natural person, partnership, corporation, association, or  
28 other legal entity not named as a Party to this action.

1           2.10 Outside Counsel of Record: attorneys who are not employees of a party  
2 to this Action but are retained to represent or advise a party to this Action and have  
3 appeared in this Action on behalf of that party or are affiliated with a law firm which  
4 has appeared on behalf of that party, and includes support staff.

5           2.11 Party: any party to this Action, including all of its officers, directors,  
6 employees, consultants, retained experts, and Outside Counsel of Record (and their  
7 support staffs).

8           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
9 Discovery Material in this Action.

10          2.13 Professional Vendors: persons or entities that provide litigation support  
11 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
12 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
13 and their employees and subcontractors.

14          2.14 Protected Material: any Disclosure or Discovery Material that is  
15 designated as “CONFIDENTIAL,” CONFIDENTIAL – ATTORNEYS’ EYES  
16 ONLY” or “CONFIDENTIAL – AEO.”

17          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

### 19       3.     SCOPE

20           The protections conferred by this Stipulation and Order cover not only  
21 Protected Material (as defined above), but also (1) any information copied or  
22 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
23 compilations of Protected Material; and (3) any testimony, conversations, or  
24 presentations by Parties or their Counsel that might reveal Protected Material.

25           Any use of Protected Material at trial shall be governed by the orders of the  
26 trial judge. This Order does not govern the use of Protected Material at trial.

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1 4. DURATION

2 This Protective Order is intended to regulate the disclosure and handling of all  
3 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
4 “CONFIDENTIAL – AEO” information during the pendency of this action, with the  
5 exception of evidence introduced at trial, which will be presumptively available to  
6 all members of the public unless the designating party offers compelling reasons to  
7 proceed otherwise. Prior to trial, the parties will meet and confer in order to  
8 determine which, if any, exhibits should be sealed. If the parties cannot reach  
9 agreement regarding the confidentiality of an exhibit, the Designating Party may file  
10 a motion to seal. This order shall remain in full force and effect and survive the  
11 termination of this action, unless or until it is modified, superseded or terminated on  
12 the record by agreement of the parties hereto or by order of this Court. This Order  
13 may be amended by agreement of the parties in the form of a stipulation for Court  
14 approval that shall be filed in this action.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 “CONFIDENTIAL” Information Defined. “CONFIDENTIAL”  
17 information is any information, testimony, answers, documents, or other discovery  
18 materials of a non-public scientific, technical, competitive, marketing or financial  
19 information that a Producing Party believes in good faith should not be disclosed to  
20 the general public.

21 5.2 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
22 “CONFIDENTIAL – AEO” Information Defined. “CONFIDENTIAL –  
23 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO” information is any  
24 information, testimony, answers, documents, or other discovery materials of an  
25 allegedly confidential, proprietary and/or trade secret nature which is of a  
26 particularly sensitive nature of the type that could be readily exploited for  
27 commercial advantage by a competitor including, without limitation, proprietary  
28 trade secrets or competitively sensitive data, customer lists, business, product or

1 marketing plans, product testing results, cost data, pricing information, internal  
2 training materials, and nonpublic financial data. Copies of “CONFIDENTIAL,”  
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO”  
4 information, and the documents prepared by an Expert or consultant that incorporate  
5 or reveal such information, shall be subject to the same treatment hereunder as are  
6 the original documents or information produced.

7       5.3   Exercise of Restraint and Care in Designating Material for Protection.

8       Each Party or Non-Party that designates information or items for protection  
9 under this Order must take care to limit any such designation to specific material  
10 that qualifies under the appropriate standards. The Designating Party must  
11 designate for protection only those parts of material, documents, items, or oral or  
12 written communications that qualify so that other portions of the material,  
13 documents, items, or communications for which protection is not warranted are not  
14 swept unjustifiably within the ambit of this Order.

15       Mass, indiscriminate, or routinized designations are prohibited. Designations  
16 that are shown to be clearly unjustified or that have been made for an improper  
17 purpose (*e.g.*, to unnecessarily encumber the case development process or to impose  
18 unnecessary expenses and burdens on other parties) may expose the Designating  
19 Party to sanctions.

20       If it comes to a Designating Party’s attention that information or items that it  
21 designated for protection do not qualify for protection, that Designating Party must  
22 promptly notify all other Parties that it is withdrawing the inapplicable designation.

23       5.4   Manner and Timing of Designations. Except as otherwise provided in  
24 this Order (*see, e.g.*, second paragraph of section 5.4(a) below), or as otherwise  
25 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
26 under this Order must be clearly so designated before the material is disclosed or  
27 produced.

28       Designation in conformity with this Order requires:

1 (a) for information in documentary form (*e.g.*, paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or trial  
3 proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
5 “CONFIDENTIAL – AEO” (hereinafter “CONFIDENTIAL legend”), to each page  
6 that contains protected material. If only a portion or portions of the material on a  
7 page qualifies for protection, the Producing Party also must clearly identify the  
8 protected portion(s) (*e.g.*, by making appropriate markings in the margins).

9 A Party or Non-Party that makes original documents available for inspection  
10 need not designate them for protection until after the inspecting Party has indicated  
11 which documents it would like copied and produced. During the inspection and  
12 before the designation, all of the material made available for inspection shall be  
13 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
14 documents it wants copied and produced, the Producing Party must determine which  
15 documents, or portions thereof, qualify for protection under this Order. Then,  
16 before producing the specified documents, the Producing Party must affix the  
17 appropriate legend to each page that contains Protected Material. If only a portion  
18 or portions of the material on a page qualifies for protection, the Producing Party  
19 also must clearly identify the protected portion(s) (*e.g.*, by making appropriate  
20 markings in the margins).

21 (b) for testimony given in depositions that the Designating Party  
22 identify the Disclosure or Discovery Material on the record, before the close of the  
23 deposition all protected testimony, or within ten calendar days of receipt of the  
24 transcript.

25 (c) for information produced in some form other than documentary  
26 and for any other tangible items, that the Producing Party affix in a prominent place  
27 on the exterior of the container or containers in which the information is stored the  
28 legend “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”



1 or “CONFIDENTIAL – AEO.” If only a portion or portions of the information  
2 warrants protection, the Producing Party, to the extent practicable, shall identify the  
3 protected portion(s).

4       5.5    Inadvertent Failures to Designate. If timely corrected, an inadvertent  
5 failure to designate qualified information or items does not, standing alone, waive  
6 the Designating Party’s right to secure protection under this Order for such material.  
7 Upon timely correction of a designation, the Receiving Party must make reasonable  
8 efforts to assure that the material is treated in accordance with the provisions of this  
9 Order.

10       5.6    No Waiver or Admission. The designation of, or failure to designate,  
11 any document, deposition, exhibit, deposition transcript, answer to interrogatory,  
12 answer to request to produce, answer to request for admission or information as  
13 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” OR  
14 “CONFIDENTIAL – AEO” is only intended solely to facilitate preparation for trial,  
15 and treatment in conformity with such designation or non-designation will not be  
16 construed in any way as an admission or agreement that the designated document or  
17 information does contain or constitute, or does not contain or does not constitute,  
18 any trade secret or confidential information in contemplation of law.

19       6.       CHALLENGING CONFIDENTIALITY DESIGNATIONS

20       6.1    Timing of Challenges. Any Party or Non-Party may challenge a  
21 designation of confidentiality at any time that is consistent with the Court’s  
22 Scheduling Order.

23       6.2    Meet and Confer. The Challenging Party shall initiate the dispute  
24 resolution process under Local Rule 37.1 et seq.

25       6.3    The burden of persuasion in any such challenge proceeding shall be on  
26 the Designating Party. Frivolous challenges, and those made for an improper  
27 purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on other  
28 parties), may expose the Challenging Party to sanctions. Unless the Designating



1 Party has waived or withdrawn the confidentiality designation, all parties shall  
2 continue to afford the material in question the level of protection to which it is  
3 entitled under the Producing Party's designation until the Court rules on the  
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
7 disclosed or produced by another Party or by a Non-Party in connection with this  
8 Action only for prosecuting, defending, or attempting to settle this Action. Such  
9 Protected Material may be disclosed only to the categories of persons and under the  
10 conditions described in this Order. When the Action has been terminated, a  
11 Receiving Party must comply with the provisions of section 21 below (FINAL  
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a  
14 location and in a secure manner that ensures that access is limited to the persons  
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
17 otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action  
21 and persons working solely in secretarial, clerical, paralegal, and litigation support  
22 capacities and who are assisting those attorneys in this Action;

23 (b) the officers, directors, and employees of the Receiving Party to  
24 whom disclosure is reasonably necessary for this Action;

25 (c) qualified persons taking testimony involving such documents or  
26 information and necessary stenographic and clerical personnel thereof;

27 (d) independent consultants, such as professional jury or trial  
28 consultants, mock jurors, and Professional Vendors, or Experts (as defined in this

1 Order) of the Receiving Party to whom disclosure is reasonably necessary for this  
2 Action and who have signed the “Acknowledgment and Agreement to Be Bound”  
3 (Exhibit A);

4 (e) the court and its personnel;

5 (f) any person to whom the Designating Party agrees in writing or as  
6 ordered by the Court;

7 (g) the author or recipient of a document containing the information  
8 or a custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses,  
10 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
11 party requests that the witness sign the form attached as Exhibit 1 hereto; and  
12 (2) they will not be permitted to keep any confidential information unless they sign  
13 the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material may  
16 be separately bound by the court reporter and may not be disclosed to anyone except  
17 as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting  
19 personnel, mutually agreed upon by any of the parties engaged in settlement  
20 discussions.

21 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES  
22 ONLY” or “CONFIDENTIAL – AEO” Information or Items. Unless otherwise  
23 ordered by the court or permitted in writing by the Designating Party, a Receiving  
24 Party may disclose any information or item designated “CONFIDENTIAL,”  
25 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO”  
26 only to a person under 7.2(a) or (c)-(i) above.

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1 8. USE OF CONFIDENTIAL INFORMATION AT COURT PROCEEDINGS

2 Any Court hearing that refers to or describes “CONFIDENTIAL,”  
3 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO”  
4 information may, in the Court’s discretion, be held *in camera*, out of the presence of  
5 all unqualified persons, and any transcript or portion thereof relating thereto shall,  
6 subject to the Court’s approval, be designated and sealed. The disclosing party may  
7 request that the proceeding be conducted *in camera*. Notwithstanding the  
8 designations, any Court hearing or other Court proceeding which refers to or  
9 describes such information may, in the Court’s discretion, be held in open court  
10 without affecting the confidentiality of such information, and any sealed records  
11 referenced or described in such hearing or proceeding shall remain sealed.

12 9. INFORMATION IN PUBLIC DOMAIN OR OTHERWISE NOT  
13 RESTRICTED BY THIS ORDER

14 Counsel for a receiving party shall have the right to assert that any  
15 information designated as “CONFIDENTIAL,” “CONFIDENTIAL –  
16 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO” is, in fact, in the  
17 public domain and, therefore, is not restricted by this Order. This Order shall not be  
18 construed to apply to any information, which prior to disclosure hereunder, is: (a)  
19 lawfully in the possession or knowledge of a receiving party or person who, absent  
20 this Order, is under no restriction with respect to the dissemination of such  
21 confidential information; (b) public knowledge through no fault of the receiving  
22 party or, after disclosure, becomes public knowledge other than through an act or  
23 omission of a party or person receiving the information; (c) lawfully obtained by a  
24 party or its counsel from a third party having the right to disclose such information;  
25 or (d) developed independently by a party as evidence in preexisting written form.  
26 A receiving party asserting that designated information is in the public domain or is  
27 otherwise not restricted by this Order for one or more of the reasons set forth above  
28 shall prior to any disclosure (outside of the parameters of this Order) of such

1 information previously designated as “CONFIDENTIAL,” “CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO,” either obtain written  
3 approval of the Designating Party, or the approval of the Court to make such  
4 disclosure.

#### 5 10. NO WAIVER

6 The failure to designate information in accordance with this Order or the  
7 failure to object to a designation at a given time shall not preclude the granting of a  
8 request at a later date seeking to impose a designation or challenge a designation.  
9 The procedures set forth herein shall not relieve a party of the necessity of proper  
10 response to discovery.

#### 11 11. JURISDICTION OF COURT

12 The Court retains jurisdiction to enforce the provisions of this Order and to  
13 make such amendments, modifications, and additions as the Court may from time-  
14 to-time deem appropriate.

#### 15 12. TRANSFER

16 In the event that this action is transferred to another jurisdiction or venue for  
17 further proceedings, this Stipulation and Order will remain in full force and effect.

#### 18 13. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED 19 IN OTHER LITIGATION

20 If a Party is served with a subpoena or a court order issued in other litigation  
21 that compels disclosure of any information or items designated in this Action as  
22 “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
23 “CONFIDENTIAL – AEO,” that Party must:

24 (a) promptly notify in writing the Designating Party. Such  
25 notification shall include a copy of the subpoena or court order;

26 (b) promptly notify in writing the party who caused the subpoena or  
27 order to issue in the other litigation that some or all of the material covered by the  
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1 subpoena or order is subject to this Protective Order. Such notification shall include  
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be  
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
8 or “CONFIDENTIAL – AEO” before a determination by the court from which the  
9 subpoena or order issued, unless the Party has obtained the Designating Party’s  
10 permission. The Designating Party shall bear the burden and expense of seeking  
11 protection in that court of its confidential material and nothing in these provisions  
12 should be construed as authorizing or encouraging a Receiving Party in this Action  
13 to disobey a lawful directive from another court.

14 14. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced  
17 by a Non-Party in this Action and designated as “CONFIDENTIAL,”  
18 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL –  
19 AEO.” Such information produced by Non-Parties in connection with this litigation  
20 is protected by the remedies and relief provided by this Order. Nothing in these  
21 provisions should be construed as prohibiting a Non-Party from seeking additional  
22 protections.

23 (b) In the event that a Party is required, by a valid discovery request,  
24 to produce a Non-Party’s confidential information in its possession, and the Party is  
25 subject to an agreement with the Non-Party not to produce the Non-Party’s  
26 confidential information, then the Party shall:

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1           (1) promptly notify in writing the Requesting Party and the Non-  
2 Party that some or all of the information requested is subject to a confidentiality  
3 agreement with a Non-Party;

4           (2) promptly provide the Non-Party with a copy of the Stipulated  
5 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
6 specific description of the information requested; and

7           (3) make the information requested available for inspection by the  
8 Non-Party, if requested.

9           (c) If the Non-Party fails to seek a protective order from this court  
10 within 14 days of receiving the notice and accompanying information, the Receiving  
11 Party may produce the Non-Party's confidential information responsive to the  
12 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
13 Party shall not produce any information in its possession or control that is subject to  
14 the confidentiality agreement with the Non-Party before a determination by the  
15 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
16 expense of seeking protection in this court of its Protected Material.

17 **15. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

18           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
19 Protected Material to any person or in any circumstance not authorized under this  
20 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
21 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
22 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
23 persons to whom unauthorized disclosures were made of all the terms of this Order,  
24 and (d) request such person or persons to execute the "Acknowledgment and  
25 Agreement to Be Bound" that is attached hereto as Exhibit A.

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1 16. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
2 PROTECTED MATERIAL

3 When a Producing Party gives notice to Receiving Parties that certain  
4 inadvertently produced material is subject to a claim of privilege or other protection,  
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever  
7 procedure may be established in an e-discovery order that provides for production  
8 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
9 (e), insofar as the parties reach an agreement on the effect of disclosure of a  
10 communication or information covered by the attorney-client privilege or work  
11 product protection, the parties may incorporate their agreement in the stipulated  
12 protective order submitted to the court.

13 18. RENDERING ADVICE TO CLIENTS

14 Nothing in this Order shall bar or otherwise restrict counsel from rendering  
15 advice to their client with respect to this litigation and, in the course of rendering  
16 advice, referring or relying generally on the examination of “CONFIDENTIAL,”  
17 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO”  
18 information produced or exchanged; provided, however, that in rendering such  
19 advice and in otherwise communicating with the client, counsel shall not disclose  
20 the contents of any “CONFIDENTIAL,” “CONFIDENTIAL – ATTORNEYS’  
21 EYES ONLY” or “CONFIDENTIAL – AEO” information produced by another  
22 party if that disclosure would violate the terms of this Order.

23 19. NO PROBATIVE VALUE

24 The fact that information is designated “CONFIDENTIAL,”  
25 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “CONFIDENTIAL – AEO”  
26 under this Order shall not be deemed to be determinative of what a trier of fact may  
27 determine to be confidential or proprietary.

28 20. MISCELLANEOUS



1           20.1 Right to Further Relief. Nothing in this Order abridges the right of any  
2 person to seek its modification by the Court in the future.

3           20.2 Right to Assert Other Objections. By stipulating to the entry of this  
4 Protective Order no Party waives any right it otherwise would have to object to  
5 disclosing or producing any information or item on any ground not addressed in this  
6 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
7 ground to use in evidence of any of the material covered by this Protective Order.

8           20.3 Filing Protected Material. A Party that seeks to file under seal any  
9 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
10 only be filed under seal pursuant to a court order authorizing the sealing of the  
11 specific Protected Material at issue. If a Party's request to file Protected Material  
12 under seal is denied by the court, then the Receiving Party may file the information  
13 in the public record unless otherwise instructed by the court.

14           20.4 Privilege Log. The parties are not required to include on any privilege  
15 log documents or things otherwise protected by the attorney-client privilege, work  
16 product immunity, or other privilege or protection (“Privileged Materials”) dated on  
17 or after March 6, 2015 (the “cut-off date”). In addition, Privileged Materials created  
18 by or on behalf of litigation counsel or exchanged with litigation counsel, regardless  
19 of their date, do not need to be included on any privilege log.

20           20.5 Communications Between Expert and People Employed by Expert.  
21 The parties agree that communications between any Expert and people employed by  
22 that Expert in connection with this Action will be treated as privileged and will not  
23 be produced.

## 24 21. FINAL DISPOSITION

25           After the final disposition of this Action, as defined in paragraph 4, within 60  
26 days of a written request by the Designating Party, each Receiving Party must return  
27 all Protected Material to the Producing Party or destroy such material. As used in  
28 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,

1 summaries, and any other format reproducing or capturing any of the Protected  
2 Material. Whether the Protected Material is returned or destroyed, the Receiving  
3 Party must submit a written certification to the Producing Party (and, if not the same  
4 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
5 (by category, where appropriate) all the Protected Material that was returned or  
6 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
7 abstracts, compilations, summaries or any other format reproducing or capturing any  
8 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
9 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
10 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
11 reports, attorney work product, and consultant and expert work product, even if such  
12 materials contain Protected Material. Any such archival copies that contain or  
13 constitute Protected Material remain subject to this Protective Order as set forth in  
14 Section 4 (DURATION).

15 22. Any violation of this Order may be punished by any and all appropriate  
16 measures including, without limitation, contempt proceedings and/or monetary  
17 sanctions.

18 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

19  
20 -  
21 -  
22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

23 DATED: October 8, 2015

24 /S/ FREDERICK F. MUMM

25 United States Magistrate Judge  
26  
27  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, [print or type full name], of [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *DFSB Kollektive Co. Ltd. v. CJ E&M, Inc. & CJ E&M America, Inc.*, 2:15-cv-01650-SVW-FFM (C.D. Cal.). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint [print or type full name] of [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where sworn and signed:

Printed name:

Signature: